Furriers Joint Council of New York, United Food and Commercial Workers International Union, AFL-CIO (The Resident Fur Buyers Association) *and* Louis Kaminsky & Sons, Inc. and R & E Trading Corp. Case 2-CE-133

May 6, 1982

DECISION AND ORDER

BY CHAIRMAN VAN DE WATER AND MEMBERS JENKINS AND HUNTER

On December 3, 1981, Administrative Law Judge Jay R. Pollack issued the attached Decision in this proceeding. Thereafter Respondent filed exceptions and a supporting brief and Charging Parties filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs[1] and has decided to affirm the rulings, findings,[2] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Furriers Joint Council of New York, United Food and Commercial Workers International Union, AFL-CIO, New York, New York, its officers, agents, and representatives, shall take the action set forth in the said recommended Order.

[1] Respondent has requested oral argument. This request is hereby denied as the record, the exceptions, and the briefs adequately present the issues and the positions of the parties.

[2] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

DECISION

STATEMENT OF THE CASE

JAY R. POLLACK, Administrative Law Judge: I heard this case at New York, New York, on September 21 and 22, 1981. Pursuant to a charge filed against Furriers Joint Council of New York, United Food and Commercial Workers International Union, AFL-CIO,[1] herein called Respondent or the Union, on July 15, 1981, by Louis Kaminsky & Sons, Inc., and R & E Trading Corp., herein called the Charging Parties, the Regional Director for Region 2 of the National Labor Relations Board issued a complaint and notice of hearing on August 28, 1981. The complaint alleges in substance that Respondent violated Section 8(e) of the National Labor Relations Act, as amended,[2] by maintaining and giving effect to an agreement with the Resident Fur Buyers Association, herein called the Association, whereby the employer-members of the Association ceased or refrained or agreed to cease or refrain from doing business with persons not having a bargaining relationship with Respondent.

All parties have been afforded full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, and to file briefs. Based upon the entire record, upon the briefs filed on behalf of the parties, and upon my observation of the demeanor of the witnesses, I make the following:

FINDINGS OF FACT AND CONCLUSIONS

I. JURISDICTION

The Association is a multiemployer association consisting of employers engaged in the business of purchasing, on behalf of their accounts, fur garments and related products, and which exists, *inter alia*, for the purpose of representing its employer-members in collective bargaining and negotiating and administering collective-bargaining agreements on behalf of its employer-members with labor organizations, including Respondent.

Annually the employer-members of the Association ship from their respective facilities within the State of New York fur garments valued in excess of $50,000 directly to accounts located outside the State of New York. Accordingly, the Association and its employer-members are now and have been at all times material herein employers engaged in commerce and in a business

[1] The name of Respondent appears as corrected at the hearing.

[2] Sec. 8(e) of the Act provides:

(e) It shall be an unfair labor practice for any labor organization and any employer to enter into any contract or agreement, express or implied, whereby such employer ceases or refrains or agrees to cease or refrain from handling, using, selling, transporting or otherwise dealing in any of the products of any other employer, or to cease doing business with any other person, and any contract or agreement entered into heretofore or hereafter containing such an agreement shall be to such extent unenforceable and void: *Provided*, That nothing in this subsection (e) shall apply to an agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work: *Provided further*, That for the purposes of this subsection (e) and section 8(b)(4)(B) the terms "any employer," "any person engaged in commerce or in industry affecting commerce," and "any person" when used in relation to the terms "any other producer, processor, or manufacturer," "any other employer," or "any other person" shall not include persons in the relation of a jobber, manufacturer, contractor, or subcontractor working on the goods or premises of the jobber or manufacturer or performing parts of an integrated process of production in the apparel and clothing industry: *Provided further*, That nothing in this Act shall prohibit the enforcement of any agreement which is within the foregoing exception.

affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

R & E Trading Corp. is a New York corporation engaged in the manufacture of fur garments. R & I Furs, Inc., is a New York corporation engaged in the nonretail sale of fur garments manufactured by R & E Trading Corp. Neither R & E Trading Corp. nor R & I Furs, Inc., is signatory to a contract with Respondent. The parties stipulated that R & E Trading Corp. and R & I Furs, Inc., at all times material herein, have been persons and employers engaged in commerce and in industries affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The complaint alleges, the answer admits, and I find that Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Background and Issues*

Respondent and the Association have been party to a series of collective-bargaining agreements for at least 20 years. The most recent agreement between Respondent and the Association was effective by its terms from November 1, 1978, through October 31, 1981.[3] Section XI(c) of the collective-bargaining agreement (hereinafter called the purchasing prohibitions) provides as follows:

> The Employer shall purchase fur garments only from sources whose workers work under the terms and conditions prevailing in the fur manufacturing industry. The Employer may rely upon copies of alphabetically arranged lists furnished to the Employer by the Union of all such sources known to it and shall notify the Employer of any changes in these lists, as such changes take place during the term of this Agreement. The Employer shall not be liable hereunder if the Union shall not furnish such list.

The complaint alleges that Respondent has violated Section 8(e) of the Act, commonly known as the ban on hot cargo agreements, by maintaining and enforcing the purchasing prohibitions of the agreement. Respondent contends that the agreement was entered into more than 6 months prior to the filing of the instant charge and thus, that the complaint herein is barred by the statute of limitations set forth in Section 10(b) of the Act. Further, Respondent contends that the agreement is privileged by the garment industry proviso to Section 8(e).

B. *The Business of the Resident Buyers*

As stated earlier, Respondent contends that the garment industry proviso privileges its agreement with the Association. An inquiry into the nature of the business of the resident buyers who comprise the Association is necessary to decide this issue.

A resident fur buyer acts as an agent for his accounts. An account can be a retailer, department store, or a wholesaler. As a rule, these accounts come to New York at market time, March or May, to place orders for finished fur garments for their stores. The resident buyer takes his account to visit various manufacturers and acts as consultant, representative, and adviser to the account. This process results in the buyer placing orders with a manufacturer or manufacturers for the goods desired by the account. The buyer later follows through on these orders. When ready, the goods are delivered to the buyer who examines the garments and then ships them to his account. The buyer does not purchase the garments directly and does not take title to the goods. Rather, the account is billed directly by the manufacturer. The buyer receives a fee or commission from the account and a commission from the manufacturer.

The resident buyers are not involved in the manufacturing process. They do not supply manufacturers with raw materials to make the goods nor do they perform any work on the goods. The buyers employ shipping and receiving employees but do not employ any workers in the manufacturing process. Since buyers advise their clients as to what kind of garment is in style, to that extent they have some input in styling.

Respondent further argues that resident buyers "are the functional equivalent of the jobbers described in the garment industry proviso."

A jobber in the fur industry buys finished fur garments from the manufacturers. The jobber buys the merchandise and takes title; he in turn sells the garments to his customers. The jobber's customers are retail stores (department stores or boutiques), the same type of clients serviced by the resident buyers. The jobber needs substantial capital because he usually must pay the manufacturer quickly and then extend credit to his customers. Jobbers in the fur industry do not buy skins and have it manufactured by someone else. Thus, the differences between jobbers and buyers is that the jobber buys on his own account and takes title while the buyer buys on his client's account and does not take title. Jobbers are involved in the manufacturing process only to the extent that they might tell the manufacturer how the garment they want to buy should be made or what style garment should be made.

C. *The Maintenance and Enforcement of the Purchasing Prohibitions*

As indicated above, the purchasing prohibitions provide that the employers shall purchase fur garments only from sources whose workers work under the terms and conditions prevailing in the fur manufacturing industry and that the employers may rely on lists furnished them by Respondent. Several principals of the employer-members of the Association testified that they do not do business with any person not on the list maintained by the Union under this provision of the contract.[4]

[3] Respondent has been recognized as the exclusive collective-bargaining representative for all buyers, shipping clerks, stock clerks, receiving clerks, delivery employees, and porters, employed by the employer-members of the Association.

[4] The contract provides for liquidated damages if the purchasing prohibitions are violated.

In May 1981, Joseph Model, president of the Association, received a list of all manufacturers of fur garments who were contributing to the union trust funds. This list was then distributed by Model to the employer-members of the Association. The employer-members were informed that the list was the most recent list of the union manufacturers and reminded, that pursuant to their contract with Respondent, the buyers were not to buy from manufacturers who were not on the list.

Model had requested a list of manufacturers that met the requirements of the purchasing prohibitions from Arthur Katoros, the Union's secretary-treasurer, and John Theoharris, business agent, sometime in April. Model had had several conversations with Katoros and Theoharris in which the union representatives claimed that members of the Association were violating the purchasing prohibitions of the contract. Model had answered that sometimes manufacturers represented that they were under a union contract when they were not. Thus, Model requested an updated list so that the resident buyers could ascertain whether a particular manufacturer qualified.

Theoharris testified that the list of manufacturers supplied to Model in May was based on Model's request. According to Theoharris, Respondent maintained no list. Rather, Respondent received a computer printout from the trust fund office which showed all persons contributing to the Union trust funds; i.e., manufacturers, buyers, retailers, wholesalers, designers, and contractors. However, copies of this complete list have been furnished to the Association under the contract in the past. Both Theoharris and Katoros admitted that the purchasing prohibitions mean that buyers can only do business with manufacturers that have contracts with the Union.

While this case was pending, on August 24, 1981, Respondent's counsel notified the Association that the Union would not enforce article XI(c) of the collective-bargaining agreement until the Board had decided the instant case. However, on September 18, Katoros and Theoharris told Model that the agreement not to enforce the clause had been rescinded and that the resident buyers were to continued to abide by the contract.

Analysis and Conclusions

As the Supreme Court explained in *National Woodwork Manufacturers Association* v. *N.L.R.B.*, 386 U.S. 612, 633-634 (1967), Section 8(e) was intended to supplement the existing prohibitions against secondary boycotts. It does not prohibit all union-employer agreements which may have the incidental effect of a cessation of business with other employers. Rather, Congress intended that Section 8(e) embody the same distinction between lawful primary and unlawful secondary boycott activity contained in Section 8(b)(4). *Id.* at 632-639. Accordingly, a collective-bargaining agreement violates Section 8(e) if it is "tactically calculated to satisfy union objectives elsewhere," rather than to forward the interests of the "employees within the unit." *Id.* at 644-645. The touchstone is whether the agreement or its maintenance is addressed to the labor relations of the contracting employer *vis-a-vis* his own employees.

Accordingly, Section 8(e) does not prohibit agreements for the puspose of preserving for the contracting employees themselves work traditionally done by them. *National Woodwork Manufacturers, supra; N.L.R.B.* v. *International Longshoremen's Association* [*New York Shipping Assn.*], 447 U.S. 490 (1980). Further, a union has a legitimate interest in preventing the undermining of the work opportunities and standards of employees in the contractual bargaining unit by restricting subcontracting to employers who meet the prevailing wage scales and employee benefits covered by its contract. See, e.g., *United Mine Workers of America, Local 1854 and United Mine Workers of America (Amax Coal Company)*, 238 NLRB 1583, 1627 (1978), affd. in relevant part 614 F.2d 872 (3d Cir. 1980). The primary object of such a so-called union standards clause is to eliminate the economic advantage to the employer of subcontracting unit work.

However, the object of the purchasing prohibitions at issue herein is not to protect or preserve the work opportunities or standards of employees employed by the resident buyers. Rather, the object of the clause is to protect or preserve the work opportunities or standards of employees employed by manufacturers. The work opportunities and standards of the resident buyers' employees are the same whether garments are purchased from union or nonunion manufacturers. The clause is not addressed to the labor relations of the resident buyers *vis-a-vis* their own employees but to the labor relations of the manufacturers. Clearly, the object of the clause is calculated to satisfy union objectives elsewhere; i.e., not in the instant bargaining unit, and not to advance the interests of the bargaining unit employees. Accordingly, the clause violates Section 8(e).

I find no merit in Respondent's argument that the purchasing prohibition is a lawful work-preservation clause under the Supreme Court's decision in *N.L.R.B.* v. *International Longshoremen's Association, supra.* In that case, the Supreme Court stated that a lawful work-preservation provision must meet two criteria:

> First, it must have as its objective the preservation of work traditionally performed by employees represented by the union. Second, the contracting employer must have the power to give the employees the work in question—the so-called "right of control" test of [*N.L.R.B.* v. *Enterprise Association of Steam, Hot Water, Hydraulic Sprinkler, etc., General Pipefitters* [*Austin Co.*], 429 U.S. 507 (1977)]. (447 U.S. at 504).

But before the foregoing criteria can be applied:

> . . . the first and most basic question is: What is the "work" that the agreement seeks to preserve? (*Id.* at 505).

Here, the work that the agreement seeks to preserve is the work performed in the manufacture of finished fur garments. This work is traditionally performed by employees represented by Respondent. However, these employees are not employed by the resident buyers. The

contracting employer, the Association (and its employer-members), does not have the power to give the employees the work in question. Respondent argues that the resident buyers have the power to choose whether to do business with union or nonunion manufacturers. That argument misconstrues the "right of control" test of *Pipefitters, supra.* It is the manufacturer and not the buyer who determines whether the employees performing the work do so under union conditions or under a union contract. It is the manufacturer who determines whether to do the work himself or whether to subcontract the work and, if the work is subcontracted, the terms of the subcontract. The resident buyers are clearly not involved in that process. Thus, even though Respondent's work-preservation provision may be valid in its intendment and valid in its application with manufacturers, jobbers, or contractors, application of such a provision to someone other than the immediate employer, such as a resident buyer, is secondary in nature. See *George Koch Sons, Inc.* v. *N.L.R.B.*, 490 F.2d 323, 327 (4th Cir. 1973).

The collective-bargaining agreement containing the offending clause was executed outside the 6-month statute of limitations established by Section 10(b) of the Act.[5] The issue then becomes whether Respondent engaged in any conduct within the 10(b) period which can be characterized as an "entering into" of the unlawful provision. The Board has interpreted the words "to enter into" broadly to encompass the concepts of reaffirmation, maintenance, or giving effect to any agreement which is within the scope of Section 8(e). See, e.g., *International Union, United Mine Workers, of America, et al. (Garland Coal & Mining Company)*, 258 NLRB 56 (1981); *Dan McKinney Co.*, 137 NLRB 649, 653 (1962). Here, the record shows that Respondent furnished resident buyers with a list of union signatories and a list of union manufacturers within the 10(b) period. Further the Resident Fur Buyers Association was reminded within the 10(b) period of the obligation of its members under the clause. The maintenance and enforcement of such an unlawful clause violates Section 8(e), notwithstanding that the agreement was itself executed outside the 10(b) period. *Dan McKinney, supra.*

As stated earlier, Respondent contends that its agreement is privileged by the garment industry proviso to Section 8(e). The General Counsel and the Charging Parties, on the other hand, contend that the garment industry proviso does not apply to the resident buyers because "they are not involved in the integrated process of production in the apparel and clothing industry."

The Legislative History of the Labor-Management Reporting and Disclosure Act of 1959, Public Law 86-257,[6] reveals that the original bill in the House of Representatives, commonly called the Landrum-Griffin Act, prohibited all "hot cargo" agreements.[7] Through the urging of Senator Javits, a joint conference committee member, an exception was granted to the garment industry to allow for the "unionization of contractors who do work which is farmed out by people who are called jobbers."[8] According to Javits the elimination of sweatshops was attributed to the garment industry practice whereby jobbers agreed with the unions not to do business with contractors who did not operate under a union contract.[9] Javits inserted into the record an article from the New York Times which reveals the then existing conditions in the garment industry and the purpose for exempting the industry from the prohibitions of Section 8(e):[10]

> In these industries the firms responsible for the manufacture of clothes (called jobbers) design and cut the goods but farm out to other shops (called contractors) the sewing and pressing—run by firms which are fiercely competitive, constantly changing and difficult to organize. The vast improvement in working conditions in the contractors' shops has largely come out through agreements between the jobbers and the unions which require jobbers to farm out their work only to contractors who live up to union standards.
>
> So close have these two parts of the single production process become that jobbers and contractors have been considered as one in applying the provisions of the Taft-Harley law which prohibit secondary boycotts . . . .

However, it is quite clear that Congress intended the exemption to be an extremely limited one, restricted to employers and labor organizations who actively participate in the integrated process.[11] The Conference Report of the House Managers stated that the statutory language "grants a limited exemption in three specific situations in the apparel and clothing industry, but in no other industry regardless of whether similar integrated process of production may exist between jobbers, manufacturers, contractors and subcontractors."[12] According to Senator Goldwater, one of the Joint Conferees, the three specific situations in which the exemption arises are:

> . . . where the relationship between such employer and other employers in said industry—that is, between primary and secondary employers—is that of a jobber, manufacturer, contractor, or subcontractor and where first, the subcontractor performs his work for and on the premises of the contractor, jobber or manufacturer; or second, the subcontractor performs his work for and on goods or materials supplied by such contractor, jobber, or manufacturer; or third, an employer is engaged in an integrated process of production with the other employers.[13]

[5] Sec. 10(b) of the Act provides in pertinent part:

> That no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made . . . .

[6] Hereinafter cited as I Leg. Hist. and II Leg. Hist.

[7] The Senate bill originally prohibited hot cargo agreements only in interstate trucking.

[8] II Leg. Hist. at 1384.

[9] II Leg. Hist. at 1385.

[10] II Leg. Hist. at 1385.

[11] *Botany Industries* v. *N.Y. Joint Board*, 375 F.Supp. 485 (D.C. N.Y. 1974).

[12] I Leg. Hist. at 944.

[13] II Leg. Hist. at 1857.

Thus, for the garment industry proviso to apply, the employer-members of the Association must be employers that meet one of these three conditions. As can be readily seen the resident buyers are not jobbers, manufacturers, contractors, or subcontractors. They do not perform work on the goods or contribute to the manufacturing process. Rather they assist retailers in purchasing finished garments and incidentally assist manufacturers in selling such garments. The garment industry proviso was intended to extend to the process of production and not to the transportation, shipping, or selling of garments.

Respondent argues that the operations of the resident buyers are so similar to that of jobbers in the fur trade that the garment industry proviso should apply. That argument is based on a false assumption. As discussed above, in the fur trade, persons called jobbers purchase finished fur garments from manufacturers and resell such garments to retailers, extending credit to the retailers in the process. However, that is not how the term jobber is used in the Legislative History of Section 8(e). As discussed above, jobbers in the apparel and clothing industry were persons responsible for the manufacture of clothes who designed and cut the goods but farmed out to other shops the sewing and pressing.[14] A typical example given by Congressman Teller:

> The jobber is engaged in the manufacture of dresses. He buys piece goods. He employs designers to design the garments and perhaps cutters to cut the goods. But the dresses are not sewn and finished in his own shop. Instead the jobber sends out the cut goods or sometimes the uncut goods, to contractors whose workers sew and complete the dresses according to the jobber's specifications. Then the contractor sends the finished dresses back to the jobber who sells them to the trade.[15]

From this example, Congressman Teller argued that the jobber was the virtual employer of the workers in the contractors' shops and that the contractor was nothing more than the jobber's outside agent to obtain his required production. However, it is clear that the resident buyers at issue herein are not in any way responsible for the manufacture of garments and are not involved in the employment of the workers involved in manufacture. The resident buyers are simply involved in selling and shipping. Thus, while the operations of fur buyers may not differ greatly from jobbers in the fur industry, it is not axiomatic that the garment industry proviso was intended to apply to such persons. Rather, it was intended that the garment industry proviso apply only in the three specific instances listed by Senator Goldwater and cited, *supra.*

In sum, I find that by maintaining and enforcing article XI(c), the purchasing prohibitions, of the Resident Fur Buyers Agreement, Respondent entered into an agreement in violation of Section 8(e) of the Act and that such conduct was not privileged by the garment industry proviso to Section 8(e).[16]

[14] II Leg. Hist. at 1385.

[15] II Leg. Hist. at 1680.

[16] No serious consideration of Respondent's argument that Sec. 8(e) does not apply to buyers or retailers is necessary. With the exception of the garment industry proviso, the term employer in Sec. 8(e) is obviously intended to include all categories and subcategories of employers within the meaning of the Act.

In its brief, Respondent takes exception to certain rulings at the hearing excluding evidence concerning the business operations of the Charging Parties. As I have found that the employer-members of the Association are neutrals to any dispute between Respondent and any manufacturer, including the Charging Parties, I reaffirm my ruling that evidence concerning such a dispute is irrelevant.

[17] All outstanding motions inconsistent with this recommended Order are hereby denied. In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

CONCLUSIONS OF LAW

1. The employer-members of the Resident Fur Buyers Association are employers engaged in commerce and in an industry affecting commerce wthin the meaning of Section 2(2), (6), and (7) of the Act.

2. Respondent Furriers Joint Council of New York, United Food and Commercial Workers International Union, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. Article XI(c), the purchasing prohibitions, of the Resident Fur Buyers Agreement of 1978-81 is an agreement violative of Section 8(e) of the Act.

4. By maintaining and enforcing the purchasing prohibitions of the Resident Fur Buyers Agreement, within the 10(b) period, Respondent reentered into an agreement in violation of Section 8(e) of the Act.

5. The garment industry proviso to Section 8(e) does not privilege Respondent's conduct herein.

6. The above unfair labor practices are unfair labor practices affecting commerce and the free flow of commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices, I shall recommend that it cease and desist therefrom. In order to effectuate the purposes of the Act, I shall also recommend that Respondent take certain affirmative action.

Upon the basis of the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to the provisions of Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[17]

The Respondent, Furriers Joint Council of New York, United Food and Commercial Workers International Union, AFL-CIO, New York, New York, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Entering into, maintaining, giving effect to, or enforcing article XI(c) of the Resident Fur Buyers Agreements of 1978-81.

(b) In any like or related manner violating Section 8(e) of the Act.

2. Take the following affirmative action necessary to effectuate the purpose of the Act:

(a) Post at its business offices and meeting halls copies of the attached notice marked "Appendix."[18] Copies of the notice, on forms provided by the Regional Director for Region 2, after being duly signed by an authorized representative of the above-named labor organization, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the above-named labor organization to ensure that said notices are not altered, defaced, or covered by any other material.

(b) Sign and deliver to the Regional Director for Region 2 sufficient copies of said notices, to be furnished by the Regional Director, for posting by Louis Kaminsky & Sons, Inc., R & E Trading Corp., and the employer-members of the Resident Fur Buyers Association, if willing.

(c) Notify the Regional Director for Region 2, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

[18] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT enter into, maintain, give effect to, or enforce the following clause (article XI(c)) of the Resident Fur Buyers Agreements of 1978–81:

> The Employer shall purchase fur garments only from sources whose workers work under the terms and conditions prevailing in the fur manufacturing industry. The Employer may rely upon copies of alphabetically arranged lists furnished to the Employer by the Union of all such sources known to it and shall notify the Employer of any changes in these lists, as such changes take place during the terms of this Agreement. The Employer shall not be liable hereunder if the Union shall not furnish such list.

WE WILL NOT in any like or related manner violate Section 8(e) of the National Labor Relations Act, as amended.

FURRIERS JOINT COUNCIL OF NEW YORK,
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO